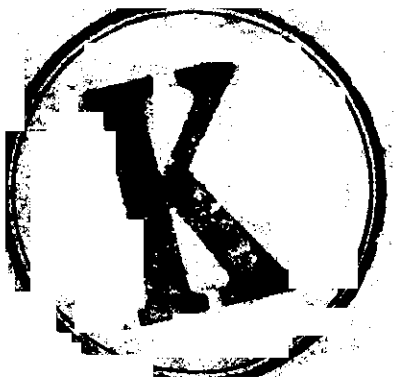
A-G N. Misc/41-E

Legal Department

E Branch.



Miscellaneous Agreement.

A G N. Misc/41-E

43-E

AGREEMENT FOR THE RIGHT OF CATERING ARRANGEMENTS AT THE TRAVELLERS' BUNGALOW, B I J A P U R.

This agreement made the .....day of ..... one thousand nine hundred and forty-one between the Governor of Bombay (hereinafter referred to as "the Government", which expression shall, unless excluded by or be repugnant to the context, include his successors in office and assigns) of the one part and .... of ..... (hereinafter referred to as "the Contractor which expression shall, unless excluded by or repugnant to the context, include his heirs, executors and administrators) of the other part.

Whereas the right of providing catering arrangements at Travellers' Bungalow at Bijapur has been sold to the Contractor by public auction for a period of three years in consideration of a sum of Rupees .....(Rs.....) to be paid by the Contractor annually on the terms and conditions hereinafter contained.

NOW This Agreement witnesseth as follows:-

(1) The Contractor shall have the right of providing catering arrangement to bona fide travellers and their guests at the Travellers' Bungalow at Bijapur for a term of three years commencing from 1st day of April 1941 (hereinafter referred to as "the said term").

3 163/33

(2) The Contractor shall pay to the Executive Engineer, Bijapur Division, (hereinafter referred to as the "Executive Engineer"), in advance, during the said term, a sum of Rupees ..... (Rs.....) before the 15th day of April every year: Provided that payment for the first year beginning ~~with~~ from the 1st April 1941 shall be made on or before such date as may be specified by the Executive Engineer in this behalf.

(3) The Contractor shall pay to the Executive Engineer every year, in advance a sum of Rupees .....(Rs.....) before the 15th day of April.

(3/4) The Contractor shall levy charges for meals and other articles of food and sundries at tariff rates not exceeding the maximum as shown in the schedule annexed hereto.

(4/5) The Contractor shall provide his own table linen, crockery, cutlery and other articles for serving food. The articles will be of decent pattern approved by the Executive Engineer.

(5/6) The servants of the Contractor shall wear neat and clean white clothes while serving the food.

(6/7) The Contractor shall keep the linen, cutlery, crockery and other dining articles decent and clean.

(7/8) The Contractor shall make arrangements for serving good g food. Government shall put or cause to be put a notice at a prominent place in each room to the effect that complaints about the quality of food or

any

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any other matter should be noted in the complaint book kept for the purpose with the Chowkidar of the bungalow.

(8) The Contractor shall be liable to pay for the damage done by him or his servants to the Travellers' Bungalow, or any part thereof, or to ~~the~~ its furniture or any other property in the bungalow through carelessness, negligence or any other cause. If the amount due from the Contractor on this account is not paid on demand within a ~~period~~ specified period it shall be recovered from his security deposit referred to below. The decision of the Executive Engineer as regards the liability of the Contractor for the damage, the amount of damage and the period within which it shall be paid shall be final and binding on the ~~lessee~~ Contractor.

(9) The Contractor shall deposit with the Executive Engineer, ~~the~~ a sum of Rs.100/- (One hundred) (to be lodged in the Post Office Savings Bank) as security for the proper performance of the conditions of this agreement.

(10) The ~~Collector~~ Contractor shall be allowed to take water required for his use, from the tap in the compound of the Travellers' Bungalow, connected to the Municipal Main on payment of Rs.15/- every year in advance. If due to any reason there is a failure of supply or insufficient supply of water, the Contractor shall make his own arrangements to get water from outside at his expense and shall not be entitled to any compensation on that account.

(12) The Contractor shall bear the cost of stamping and execution of this agreement.

(13) If the Contractor shall commit a breach of any of the conditions of this agreement, the Executive Engineer may eithe (i) ask the Contractor to pay such sum as may be fixed by the Executive Engineer by way of fine in respect of the breach committed by the Contractor and direct him not to commit the same breach again or (ii) terminate the agreement after giving him ten days' notice in writing. The fine shall be paid within the time specified by by the Executive Engineer and if not so paid shall be recovered from the amount of security deposit made by the Contractor.

In witness whereof the Secretary to Government, Revenue Department, hath for and on behalf of the Governor of Bombay set his hand and the seal of his office heretofor and hath hereunto affixed his signature the day and year above written.

Signed sealed and delivered
by .....
Secretary to Government,
Revenue Department, in
the presence of

1 _____ Official Seal.

2 _____

Signed and delivered by
.....
abovenamed Contractor
in the presence of

1. _____
2. _____

9 [illegible] 1937

Legal Department.

A revised draft agreement is appended.

2. The agreement falls under item No.1 of G.R., H.D., No.5940/3-II, dated the 1st April 1937, and has to be executed by the Secretary to Government on behalf of the Government of Bombay.

3. The agreement is liable to a stamp duty of Rupee one under Article 5(c) of Schedule I to the Indian Stamps Act, 1899.

O.C. Solicitor to Government.
23/4

U.R.to R.D., No. 3606 ,dated the 23rd April 1941.
MRP.

ISSUED
24 APR 1941

Travellers' bungalow.
Bijapur.
Renewal of lease of stab[illegible]

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
File No.
Sub No. 1152
Branch 25/5

GOVERNMENT OF BOMBAY.

REVENUE DEPARTMENT.

Resolution No. 1241-C.

Bombay Castle, 12th May 1941.

Read Government Resolution, No. 1241-C, dated the 4th July 1939.

Letter from the Executive Engineer, Bijapur Division, No. Bj.-18, dated the 28th January 1941.

Memorandum from the Collector of Bijapur, No. P.W.D. 123, dated the 1st February 1941.

Memorandum from the Superintending Engineer, S. C., No. Bj. 18, dated the 1st March 1941 :—

" Forwarded, with compliments, to the Commissioner, Southern Division, for favour of obtaining the sanction of Government to give out by public auction the right of providing catering arrangements at the travellers' bungalow, Bijapur, for a period of three years with effect from the 1st April 1941 on the conditions embodied in the accompanying draft lease to which approval of the Remembrancer of Legal Affairs may kindly be obtained.

" 2. The modifications in the terms of the lease suggested by the Executive Engineer and in which the Collector of Bijapur concurs seem to be reasonable and may be accepted.

" 3. The period of the present lease sanctioned by the Executive Engineer in accordance with Government Resolution (Revenue Department), No. 1241-C, dated the 4th July 1939, which is for one year expired on the 13th January 1941. It is considered that the period of the lease should be concurrent with the financial year. It is, therefore, proposed to continue the existing lease in favour of the present lessee until the 31st March 1941 to which sanction of Government is necessary and may kindly be obtained. The present lessee has agreed to the continuance of the lease until that date and to pay the proportionate amount at Rs. 15 to Government as fixed in the existing lease.

4. As the time left for execution of the new lease which is to commence with effect from the 1st April 1941 is short, the Executive Engineer is being requested to make the necessary arrangements to hold the public auction by giving wide publicity, according to the terms mentioned in the draft lease which are subject to the approval of Government."

Memorandum from the Commissioner, S. D., No. P.W.D. 130, dated the 6th March 1941.

Government reference, dated the 31st March 1941, to the Remembrancer of Legal Affairs.

Memorandum from the Solicitor to Government, No. 3606, dated the 23rd April 1941.

RESOLUTION.—Government approves the Commissioner's recommendation to give by public auction the right of providing catering arrangements at the travellers' bungalow at Bijapur for three years with effect from 1st April 1941 subject to the conditions mentioned in the draft lease referred to in paragraph 3 below.

2. Sanction is accorded to the Commissioner's recommendation to continue the existing lease up to 31st March 1941 on payment of a proportionate rent at Rs. 15 and on the same conditions as before.

3. The draft lease as prepared by the Solicitor to Government and appended to this Government Resolution is approved. As the agreement has to be executed by the Secretary to Government, Revenue Department, on behalf of the Government of Bombay under item No. 1 of Government Resolution, Home Department, No. 5940-3-II, dated 1st April 1937, the

Commissioner should forward it to Government in duplicate after it has been executed by the party concerned. The agreement is liable to a stamp duty of rupee one under article 5 (*c*) of Schedule I to the Indian Stamp Act, 1899.

By order of the Governor of Bombay,

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V. S. BHIDE,
Secretary to Government.

G. R., No. 1241-C., R. D., dated the 12th May 1941.

To

The Commissioner, Southern Division,
The Collector of Bijapur,
The Superintending Engineer, Southern Circle,
The Executive Engineer, Bijapur Division,
The Solicitor to Government,
The Accountant General,
The Finance Department,
The Public Works Department.

Accompaniment to Government Resolution, Revenue Department, No. 1241-C, dated the 12th May 1941.

Agreement in respect of the right of providing catering arrangements at the Travellers' Bungalow, Bijapur.

This agreement made the day of one thousand nine hundred and forty-one between the Governor of Bombay (hereinafter referred to as " the Government ", which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and of (hereinafter referred to as " the Contractor " which expression shall, unless excluded by or repugnant to the context, include his heirs, executors and administrators) of the other part.

Whereas the right of providing catering arrangements at Travellers' Bungalow at Bijapur has been sold to the Contractor by public auction for a period of three years in consideration of a sum of Rupees (Rs.) to be paid by the Contractor annually on the terms and conditions hereinafter contained.

NOW This Agreement witnesseth as follows:—

(1) The Contractor shall have the right of providing catering arrangement to *bona fide* travellers and their guests at the Travellers' Bungalow at Bijapur for a term of three years commencing from 1st day of April 1941 (hereinafter referred to as " the said term ").

(2) The Contractor shall pay to the Executive Engineer, Bijapur Division (hereinafter referred to as the " Executive Engineer "), in advance, during the said term, a sum of Rupees (Rs.) before the 15th day of April every year: Provided that payment for the first year beginning from the 1st April 1941 shall be made on or before such date as may be specified by the Executive Engineer in this behalf.

(3) The Contractor shall levy charges for meals and other articles of food and sundries at tariff rates not exceeding the maximum as shown in the schedule annexed hereto.

(4) The Contractor shall provide his own table linen, crockery, cutlery and other articles for serving food. The articles will be of decent pattern approved by the Executive Engineer.

(5) The servants of the Contractor shall wear neat and clean white clothes while serving the food.

(6) The Contractor shall keep the linen, cutlery, crockery and other dining articles decent and clean.

(7) The Contractor shall make arrangements for serving good food. Government shall put or cause to be put a notice at a prominent place in each room to the effect that complaints about the quality of food or any other matter should be noted in the complaint book kept for the purpose with the Chowkidar of the bungalow.

(8) The Contractor shall be liable to pay for the damage done by him or his servants to the Travellers' Bungalow, or any part thereof, or to any furniture or any other property in the bungalow through carelessness, negligence or any other cause. If the amount due from the Contractor on this account is not paid by him, on demand, within a specified period, it shall be recovered from his security deposit referred to below. The decision of the Executive Engineer as regards the liability of the Contractor for the damage, the amount of damage and the period within which it shall be paid shall be final and binding on the Contractor.

(9) The Contractor shall deposit with the Executive Engineer, a sum of Rs. 100 (One hundred) (to be lodged in the Post Office Savings Bank) as security for the proper performance of the conditions of this agreement.

(10) The Contractor shall be allowed to take water required for his use, from the tap in the compound of the Travellers' Bungalow, connected to the Municipal Main on payment of Rs. 15 every year in advance. If due to any reason there is a failure of supply or insufficient supply of water, the Contractor shall make his own arrangements to get water from outside at his expense and shall not be entitled to any compensation on that account.

(11) The Contractor shall bear the cost of stamping and execution of this agreement.

(12) If the Contractor shall commit a breach of any of the conditions of this agreement, the Executive Engineer may either, (i) ask the Contractor to pay such sum as may be fixed by the Executive Engineer by way of fine in respect of the breach committed by the Contractor and direct him not to commit the same breach again or (ii) terminate the agreement after giving him ten days' notice in writing. The fine shall be paid within the time specified by the Executive Engineer and if not so paid shall be recovered from the amount of security deposit made by the Contractor.

In witness whereof the Secretary to Government, Revenue Department, hath for and n behalf of the Governor of Bombay set his hand and the seal of his office hereto and hath hereunto affixed his signature the day and year above written.

Signed, sealed and delivered by
Secretary to Government, Revenue Department, in the presence of—

1.

2.

Official Seal.

Signed and delivered by
abovenamed Contractor
in the presence of—

1.

2.

Annexure: Schedule.

* Name of the Contractor.

No. of 1941.

Copy forwarded for information and guidance to

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